EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

Wheeling Division

DIANA MEY,
CRAIG CUNNINGHAM,
STEWART ABRAMSON,
JAMES SHELTON,
DAVID and ROXY VANCE,
RUSSELL LOCKE, and THOMAS STARK,
individually and on behalf of a class of all
persons and entities similarly situated,
Plaintiffs,

v.

DIRECTV, LLC,

Defendant.

Case No.: 5:17-cv-00179-JPB

DECLARATION OF KRISTIN L. HALEY

- I, Kristin L. Haley, declare, pursuant to 28 U.S.C. § 1746 and subject to the penalties of perjury, that, to the best of my knowledge, the following is true and correct:
- 1. I am currently a Director in the Compliance Department for AT&T, a position I have held since 2016.
- 2. Prior to that time, I served as a Director in the Legal Department at DIRECTV, LLC, a position I held since July 2009. In that position I was responsible for overseeing independent retailers' compliance with the contracts governing their relationship with DIRECTV. I continue to be responsible for overseeing independent retailers' compliance with the contracts governing their relationship with DIRECTV in my current position.

- 3. I began working at DIRECTV in June 1995 as a Senior Manager in DIRECTV's Legal Department. In approximately 2003, I was promoted to the position of Director at DIRECTV. In that position I was initially responsible for handling cases related to alleged retailer fraud and signal piracy and later moved to my position overseeing independent retailer compliance.
- 4. The facts stated herein are based on my personal knowledge and review of corporate records that are regularly maintained in DIRECTV's ordinary course of business, which I have access to as a regular part of my job responsibilities.
- 5. Each independent retailer that contracted to sell DIRECTV services was required to enter into an agreement with DIRECTV and to provide their principal contact information as a condition of that agreement.
- 6. Attached hereto as Exhibit A is a copy of the title page of the agreement between Birju LLC and DIRECTV, including Birju LLC's contact information. Birju LLC's contact information lists an address in Fairfield, California.
- 7. Attached hereto as Exhibit B is a copy of the title page of the agreement between CDS V1 LLC and DIRECTV, including CDS V1 LLC's contact information. CDS V1 LLC's contact information lists an address in Mesa, Arizona.
- 8. Attached hereto as Exhibit C is a copy of the title page of the agreement between Exact Estimating LLC and DIRECTV, including Exact Estimating LLC's contact information. Exact Estimating LLC's contact information lists an address in Richmond Hill, New York.
- 9. Attached hereto as Exhibit D is a copy of the title page of the agreement between Explosive Sales Marketing Group and DIRECTV, including Explosive Sales Marketing Group's

contact information. Explosive Sales Marketing Group's contact information lists an address in Downers Grove, Illinois.

- 10. Attached hereto as Exhibit E is a copy of the title page of the agreement between In Home Communications d/b/a Clear Home and DIRECTV, including Clear Home's contact information. Clear Home's contact information lists an address in Orem, Utah.
- 11. Attached hereto as Exhibit F is a copy of the title page of the agreement between Kreatamotive LLC and DIRECTV, including Kreatamotive LLC's contact information. Kreatamotive LLC's contact information lists an address in Dallas, Texas.
- 12. Attached hereto as Exhibit G is a copy of the title page of the agreement between PerfectVision Manufacturing Inc. and DIRECTV, including PerfectVision Manufacturing Inc.'s contact information. PerfectVision Manufacturing Inc's contact information lists an address in Little Rock, Arkansas.
- 13. Attached hereto as Exhibit H is a copy of the title page of the agreement between the Mylan Johnson Group and DIRECTV, including the Mylan Johnson Group's contact information. The Mylan Johnson Group's contact information lists an address in Dallas, Texas.
- 14. Attached hereto as Exhibit I is a copy of the title page of the agreement between Pic Six LLC and DIRECTV, including Pic Six LLC's contact information. Pic Six LLC's contact information lists an address in Cary, Illinois.
- 15. Attached hereto as Exhibit J is a copy of the title page of the agreement between Pro Edge Marketing Services and DIRECTV, including Pro Edge Marketing Services' contact information. Pro Edge Marketing Services' contact information lists an address in Madisonville, Louisiana.

- 16. Attached hereto as Exhibit K is a copy of the title page of the agreement between Super Sale Outlets LLC and DIRECTV, including Super Sale Outlets LLC's contact information. Super Sale Outlets LLC's contact information lists an address in Bethpage, New York.
- 17. Attached hereto as Exhibit L is a copy of the title page of the agreement between XCite Satellite LLC and DIRECTV, including XCite Satellite LLC's contact information. XCite Satellite LLC's contact information lists an address in Orem, Utah.

I declare under penalty of perjury that the foregoing is true and correct. Executed this	2/	day
of October, 2020 Kristin Holov		- *

EXHIBIT A

Dealer	AT&T
Legal Name:	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different):	Affiliates which provide the Services) ("Company" or
Type of Entity:	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
	AT&T
	2180 Lake Park Blvd NE
	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
	E-mail: «AT&TNoticeEmail»
Dealer Contact	Company Contact
Name:	Area Sales Manager
Title: «DlrPrincipalTitle»	-
Telephone: «DlrPhone»	
E-mail: «DlrEmail»	
Federal Tax ID#:	
Dealer Billing Address	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

This Agreement is effective as of May 1, 2017, and continues in effect for an initial term of 1 year and thereafter renews on a month to month basis (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement is not effective unless and until signed by authorized representatives of both parties.

«Dealer Name»	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: (Authorized Signature)
Name: «DealerPrincipal» Title: «DlrPrincipalTitle» Date:	Name: Rich Guidotti Title: Vice President Date:

EXHIBIT B

Dealer	AT&T
Legal Name:	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different):	Affiliates which provide the Services) ("Company" or
Type of Entity:	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
	AT&T
	2180 Lake Park Blvd NE
	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
	E-mail: «AT&TNoticeEmail»
Dealer Contact	Company Contact
Name:	Area Sales Manager
Title: «DlrPrincipalTitle»	
Telephone: «DlrPhone»	
E-mail: «DlrEmail»	
Federal Tax ID#:	
Dealer Billing Address	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

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«Dealer Name»	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: (Authorized Signature)
Name: «DealerPrincipal» Title: «DlrPrincipalTitle» Date:	Name: Rich Guidotti Title: Vice President Date:

EXHIBIT C

Dealer	AT&T
Legal Name:	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different):	Affiliates which provide the Services) ("Company" or
Type of Entity:	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
	AT&T
	2180 Lake Park Blvd NE
	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
	E-mail: «AT&TNoticeEmail»
Dealer Contact	Company Contact
Name:	Area Sales Manager
Title: «DlrPrincipalTitle»	
Telephone: «DlrPhone»	
E-mail: «DlrEmail»	
Federal Tax ID#:	
Dealer Billing Address	

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«Dealer Name»	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: (Authorized Signature)
Name: «DealerPrincipal» Title: «DlrPrincipalTitle» Date:	Name: Rich Guidotti Title: Vice President Date:

EXHIBIT D

Dealer	AT&T
Legal Name:	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different):	Affiliates which provide the Services) ("Company" or
Type of Entity:	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
	AT&T
	2180 Lake Park Blvd NE
	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
	E-mail: «AT&TNoticeEmail»
Dealer Contact	Company Contact
Name:	Area Sales Manager
Title: «DlrPrincipalTitle»	
Telephone: «DlrPhone»	
E-mail: «DlrEmail»	
Federal Tax ID#:	
Dealer Billing Address	
_	

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«Dealer Name»	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: (Authorized Signature)
Name: «DealerPrincipal» Title: «DlrPrincipalTitle» Date:	Name: Rich Guidotti Title: Vice President Date:

EXHIBIT E

AT&T DEALER DOOR TO DOOR AGREEMENT (D)

Dealer Dealer	AT&T
Legal Dealer Name: IN HOME COMMUNICATIONS	
Legal Dealer Wallie. The Home Communitation 2003	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name/DBA Name (if different):	Affiliates which provide the Services) ("Company" or "AT&T")
Type of Entity: S - Corp	
("Dealer")	
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	1 2 (2 51 511111111111111111111111111111111
Dealer Address (include street address, city, state and	AT&T
zipcode)	2260 E. Imperial Hwy
135 S. Mountain Way Dr.	7th Floor
Orem, UT 84058	El Segundo, CA 90245
	Attn: Mike Courtney, AVP, Consumer Door to
Dealer e-mail address: Parl O Clearsatty Com	Door Sales
Dealer Contact	Company Contact
Dealer Principal Name: Parl Southern	Area Sales Manager
Dealer Principal Title: CEO	
Telephone: 801 318 8237	
E-mail: Port & Clear sthy. com	
Dealer Billing Address	
(Include street address, city, state and zipcode)	
135 South Mountain way Dr.	
Orem, UT 84058	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

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DEALER'S ELECTRONIC (INCLUDING VIA A SCANNED DOCUMENT OR FACSIMILE) OR HANDWRITTEN SIGNATURE BELOW ACKNOWLEDGES THAT DEALER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Dealer Name : IN HOME COMMUNICATIONS	
	AT&T Affiliates which provide the Services
	11/
By: last goods	By: /// / / /
(Authorized Signature)	(Authorized Signature)
Dealer Principal Name: Ray Southern	Name: Mike Courtney
Dealer Principal Title: CEO	Title: AVP, Consumer Door to Door Sales
Date: 3-1-2017	Date: 4/24/17

1

EXHIBIT F

Dealer	AT&T
Legal Name: KREATAMOTIVE, LLC	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different): KREATAMOTIVE, LLC	Affiliates which provide the Services) ("Company" or
Type of Entity: ("Dealer")	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
1619 DAY STAR DR	AT&T
DALLAS, TX 75224	2180 Lake Park Blvd NE
jermainejimoh@gmail.com	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
Dealer Contact	Company Contact
Name: Jermaine Jimoh	Area Sales Manager
Title: Authorized Signer	
Telephone: 19045665124	
E-mail: jermainejimoh@gmail.com	
Dealer Billing Address	
1619 DAY STAR DR	
DALLAS, TX 75224	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

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KREATAMOTIVE, LLC	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By: Jermaine Jimoh (Authorized Signature)	By:
	(Authorized Signature)
Name: Jermaine Jimoh	
Title: Authorized Signer	Name: Rich Guidotti
Date: 04/05/2017	Title: Vice President Date: February 24, 2017

EXHIBIT G

(with Master Dealer Addendum)

Dealer .	AT&T
Legal Name: PerfectVision Manufacturing, Inc. Business Name: Type of Entity: an Arkansas corporation ("Dealer")	AT&T Services, Inc. (on behalf of itself and the AT&T Affiliates which provide the Services) ("Company" or "AT&T")
Dealer Email and Address (For Official Notices)	Company Address (For Official Notices)
16101 La Grande Dr Little Rock, AR 72223 Attn: Bob Chastain e-mail: DTVINFO@PERFECT-10.TV	2260 E. Imperial Highway, 7th Floor El Segundo, CA 90245 Attn: AVP Sales Strategy e-mail: cc373p@att.com With a copy to: Legal Department 208 S. Akard Street 29th Floor Dallas, TX 75202 Attn: Sr Legal Counsel-Indirect Sales Channels
Dealer Contact	Company Contact
Name: Bob Chastain Title: CEO Telephone: 501-955-0033 E-mail: Bob.Chastain@perfect-vision.com Federal Tax ID#: 71-0692685	Name: Jeremy Madson Title: Lead – Business Dev Telephone: 214-698-8146 E-mail: JAMADSON@ATT.COM
Dealer Billing Address 16101 La Grande Dr. Little Rock, AR 72223	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, the Master Dealer Addendum and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

This Agreement is effective as of July 1, 2018 and continues in effect for an initial term of 1 year and thereafter renews on a month to month basis (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement is not effective unless and until signed by authorized representatives of both parties.

PerfectVision Manufacturing, Inc.	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: Mike Courtney (Authorized Signature)
Name: Robert J Charrain the Title: CEO Date: 7-18-18	Name: Mike Courtney Title: Vice President Date: 7/18/18

EXHIBIT H

Dealer	AT&T
Legal Name: MYLAN JOHNSON	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different): THE MYLAN JOHNSON GRO	Affiliates which provide the Services) ("Company" or
Type of Entity: ("Dealer")	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
135 BECKLEYWOOD	AT&T
DALLAS, TX 75224	2180 Lake Park Blvd NE
MYLANJOHNSON@GMAIL.COM	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
Dealer Contact	Company Contact
Name: Mylan Johnson	Area Sales Manager
Title: Authorized Signer	
Telephone: 12142067445	
E-mail: MYLANJOHNSON@GMAIL.COM	
Dealer Billing Address	
135 BECKLEYWOOD	
DALLAS, TX 75224	

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MYLAN JOHNSON	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By: Mylan Johnson (Authorized Signature)	By:
	(Authorized Signature)
Name: Mylan Johnson	
Title: Authorized Signer	Name: Rich Guidotti
Date: 03/28/2017	Title: Vice President Date: February 24, 2017

EXHIBIT I

Dealer	AT&T
Legal Name: PIC SIX LLC	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different): PIC SIX LLC	Affiliates which provide the Services) ("Company" or
Type of Entity: ("Dealer")	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
410 CANDLEWOOD TRAIL	AT&T
CARY, IL 60013	2180 Lake Park Blvd NE
PGN40@MSN.COM	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
Dealer Contact	Company Contact
Name: Patrick Gianforte	Area Sales Manager
Title: Authorized Signer	
Telephone: 18473227510	
E-mail: PGN40@MSN.COM	
Dealer Billing Address	
410 CANDLEWOOD TRAIL	
CARY, IL 60013	
, -	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

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PIC SIX LLC	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By: Patrick Gianforte (Authorized Signature)	By:
	(Authorized Signature)
Name: Patrick Gianforte	
Title: Authorized Signer	Name: Rich Guidotti
Date: 02/24/2017	Title: Vice President Date: February 24, 2017

EXHIBIT J

Dealer	AT&T
Legal Name: PRO EDGE MARKETING SERVICES,	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different): NORTHSHORE SATELLITES	Affiliates which provide the Services) ("Company" or
Type of Entity: ("Dealer")	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
152 BELINGTON AVE.	AT&T
MADISONVILLE, LA 70447	2180 Lake Park Blvd NE
extremesatellites@att.net	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
Dealer Contact	Company Contact
Name: Henry Hebert	Area Sales Manager
Title: Authorized Signer	
Telephone: 19858457128	
E-mail: extremesatellites@att.net	
Dealer Billing Address	
152 BELINGTON AVE.	
MADISONVILLE, LA 70447	

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PRO EDGE MARKETING SERVICES, LLC.	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By: Henry Hebert (Authorized Signature)	By:
	(Authorized Signature)
Name: Henry Hebert	-
Title: Authorized Signer	Name: Rich Guidotti
Date: 02/27/2017	Title: Vice President Date: February 24, 2017

EXHIBIT K

Dealer	AT&T
Legal Name:	AT&T Services, Inc. (on behalf of itself and the AT&T
Business Name (if different):	Affiliates which provide the Services) ("Company" or
Type of Entity:	"AT&T")
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
«Dealer Address»	AT&T
«DlrCityStateZIP»	2180 Lake Park Blvd NE
«DIrEmail»	Atlanta, GA 30319
	Attn: Rich Guidotti, Vice President
	E-mail: «AT&TNoticeEmail»
Dealer Contact	Company Contact
Name: «DealerPrincipal»	Area Sales Manager
Title: «DlrPrincipalTitle»	
Telephone: «DlrPhone»	
E-mail: «DlrEmail»	
Federal Tax ID#:	
Dealer Billing Address	
«DlrBillingAddress»	
«DlrBillingCityStateZIP»	

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«Dealer Name»	AT&T Services, Inc., on behalf of itself and the AT&T Affiliates which provide the Services
By:(Authorized Signature)	By: (Authorized Signature)
Name: «DealerPrincipal» Title: «DlrPrincipalTitle» Date:	Name: Rich Guidotti Title: Vice President Date:

EXHIBIT L

AT&T DEALER DOOR TO DOOR AGREEMENT (D)

Dealer	AT&T
Legal Dealer Name: Xcite Satellite, L.L.C.	AT&T Services, Inc. (on behalf of itself and the AT&T
	Affiliates which provide the Services) ("Company" or
Business Name/DBA Name (if different):	"AT&T")
Type of Entity: Limited Liability Corp. ("Dealer")	
Dealer Email and Address (For Official	Company Address (For Official Notices)
Notices)	
Dealer Address (include street address, city, state and	AT&T
zipcode)	2260 E. Imperial Hwy
Xcite Satellite	7 th Floor
462. E. 800 N.	El Segundo, CA 90245
Orem, UT. 84097	Attn: Mike Courtney, AVP, Consumer Door to
Dealer e-mail address: jtaylor@xciteonline.com	Door Sales
Dealer Contact	Company Contact
Dealer Principal Name: Jay W. Taylor	Area Sales Manager
Dealer Principal Title: C.E.O.	
Telephone: 877-200-4525	
E-mail: jtaylor@xciteonline.com	
Dealer Billing Address	
(Include street address, city, state and zipcode)	
Xcite Satellite	
462 E. 800 N.	
Orem, UT. 84097	

This Agreement consists of this cover page, the attached Terms and Conditions, Schedule 1 (Marketing Tactics Dealer Policy Statement), Schedule 2 (Services), all Dealer Policies, and all AT&T supplements and addenda issued in accordance with the Terms and Conditions (collectively, the "Agreement"). In the event of a conflict between (i) any schedule, supplement, addendum or other attachment, and (ii) the main Terms and Conditions, the terms in such schedule, supplement, addendum or attachment will control.

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DEALER'S ELECTRONIC (INCLUDING VIA A SCANNED DOCUMENT OR FACSIMILE) OR HANDWRITTEN SIGNATURE BELOW ACKNOWLEDGES THAT DEALER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Dealer Name: Xcite Satellite, LLC.	AT&T Services, Inc., on behalf of itself and the
	AT&T Affiliates which provide the Services
By: amor	By: Ma Factor
(Authorized Signature)	(Authorized Signature)
Dealer Principal Name: <u>Jay W. Taylor</u> Dealer Principal Title: <u>C.E.O.</u> Date: <u>3/30/17</u>	Name: Mike Courtney Title: AVP, Consumer Door to Door Sales Date: 4/24/17